



# County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

November 18, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

## **APPROVAL OF EMPLOYEE DRUG AND ALCOHOL TESTING PROGRAM SERVICES/ADMINISTRATION CONTRACT (ALL DISTRICTS) (3-VOTES)**

### **SUBJECT**

To continue Federally-mandated employee drug and alcohol testing with American Substance Abuse Professional Drug Solutions, Inc. (ASAP).

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to sign the attached contract with ASAP for employee drug and alcohol testing program services/administration for a three-year term, for the period of January 1, 2009 through December 31, 2011, with a provision for two, one-year renewal options, at a first-year annual cost of approximately \$31,825.
2. Authorize the Chief Executive Officer (CEO), or his designee, to approve and execute all renewal options and change notices pursuant to the provisions of the contract.
3. Authorize the Chief Executive Officer, or his designee, to increase the maximum annual contract amount up to 15 percent for additional work within the scope of the contract, if required.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

*"To Enrich Lives Through Effective And Caring Service"*

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### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County of Los Angeles (County) has utilized a third party administrator since 1995, when a program was first implemented for drug and alcohol testing of commercial drivers in accordance with guidelines mandated by the Federal Department of Transportation (DOT). The DOT requires pre-employment drug testing as well as random and post-accident drug and alcohol testing of employees who carry commercial driver's licenses.

The CEO manages DOT pre-employment drug testing and random and post-accident drug and alcohol testing for all County departments. No County department independently contracts for these tests. Approximately 100 random, reasonable suspicion, and post-rehabilitation follow-up tests are expected to be handled through this proposed contract. Additionally, the CEO seeks to double its current network of clinics, which provide occasional employee non-DOT drug and alcohol testing, to cover a wider geographical area within the County.

### **Implementation of Strategic Plan Goals**

The services provided under this contract support the County's Strategic Plan Goals of Workforce Excellence (Goal 2), Organizational Effectiveness (Goal 3), and Fiscal Responsibility (Goal 4), by meeting the CEO departmental objective of establishing a risk management system that emphasizes loss prevention.

### **FISCAL IMPACT/FINANCING**

Services under this contract will be paid on a fee-for-service basis at approximately \$31,825, for each of the first three years.

Costs for these contract services are included in the CEO 2008-09 Adopted Budget and CEO 2009-10 Proposed Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contract contains all required Board, CEO, and County Counsel provisions. The contract has been approved as to form by County Counsel.

The Community Business Enterprise (CBE) information form is attached (Attachment 1).

### **CONTRACTING PROCESS**

A formal Request for Proposals (RFP) process was undertaken for the administration and provision of these services. The RFP was advertised in the *Los Angeles Times*, *Compton Bulletin*, *HOY*, *Lynwood Journal*, and the *Acton/Agua Dulce News*. The RFP was also posted on the County contracting website (Attachment 2), and a notification of its availability was mailed to 205 providers, including one qualified CBE vendor.

A mandatory proposers' conference was conducted on June 4, 2008. Representatives from seven companies attended the conference. Four companies submitted proposals by the proposal due date of June 25, 2008. Three of the proposals did not meet the minimum requirements because they failed to provide sufficient certifications and documentation, or they did not meet the geographic requirement for clinic locations.

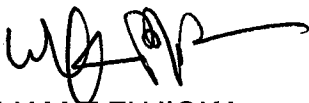
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this contract continues the employee drug and alcohol testing for County employees, and doubles the number of clinics currently available to provide non-DOT drug and alcohol testing for random, reasonable suspicion, and post-rehabilitation follow-up tests.

### **CONCLUSION**

Upon approval by your Board, please return two original signed contracts and an adopted copy of this letter to the CEO Risk Management Branch.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:ES  
RAA:SN:ds

Attachments

c: Executive Officer, Board of Supervisors  
County Counsel

## County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**FIRM NAME: ASAP Drug Solutions, Inc.

☒ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : 11507001

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

**Business Structure:** ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise  
☐ Other (Please Specify) \_\_\_\_\_

Total Number of Employees (including owners): \_\_\_\_\_

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associated Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						1
Hispanic/Latino				2	2	21
Asian or Pacific Islander	1	1	1		1	1
American Indian						
Filipino					1	
White					2	1

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	49 %	%	%	%
Women	%	%	51 %	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Certifying Agency	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
Southern California Minority Business Development Council, Inc.	✓	✓			

**V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Print Authorized Name	Authorized Signature	Title	Date
Helen Tang M.D.	<i>Helen Tang</i>	President	6/19/2008

ATTACHMENT 2

**Bid Detail Information**

**Bid Number :** CEO01-084  
**Bid Title :** Employee Drug and Alcohol Testing Program  
**Bid Type :** Service  
**Department :** Chief Executive Office  
**Commodity :** ADMINISTRATIVE SERVICES, ALL KINDS  
**Open Date :** 4/22/2008  
**Closing Date :** 6/25/2008 11:00 AM  
**Bid Amount :** N/A  
**Bid Download :** [Available](#)  
**Bid Description :** The County of Los Angeles is issuing a Request for Proposals (RFP) for employee drug and alcohol testing program services/administration. Written questions regarding this RFP are due May 22, 2008. A Mandatory Proposers Conference will be held on June 4, 2008, 11:00 a.m., 3333 Wilshire Blvd., Suite 820, Los Angeles, CA 90010, and proposals are due by 11:00 a.m. June 25, 2008 (Pacific Time).  
**Contact Name :** Ann Rain  
**Contact Phone# :** (213) 738-2199  
**Contact Email :** [arain@ceo.lacounty.gov](mailto:arain@ceo.lacounty.gov)  
**Last Changed On :** 4/22/2008 3:13:16 PM

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**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**AMERICAN SUBSTANCE ABUSE PROFESSIONAL DRUG  
SOLUTIONS, INC.**

**FOR**

**EMPLOYEE DRUG AND ALCOHOL TESTING  
PROGRAM SERVICES/ADMINISTRATION**

76812

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## **STANDARD EXHIBITS**

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C CONTRACTOR'S PROPOSED SCHEDULE (INTENTIONALLY OMITTED)
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
  
- G FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
  - G1 Contractor Employee Acknowledgement and Confidentiality Agreement
  - G2 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
  
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

## **UNIQUE EXHIBITS**

- J CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

## **TECHNICAL EXHIBITS**

- 1 CONTRACT DISCREPANCY REPORT
- 2 PERFORMANCE REQUIREMENTS SUMMARY CHART
- 3 CONTRACTOR STATISTICAL DATA REPORTS

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
AMERICAN SUBSTANCE ABUSE PROFESSIONAL DRUG  
SOLUTIONS, INC.  
FOR  
EMPLOYEE DRUG AND ALCOHOL TESTING  
PROGRAM SERVICES/ADMINISTRATION**

This Contract and Exhibits made and entered into this 18<sup>th</sup> day of November, 2008 by and between the County of Los Angeles, hereinafter referred to as County and American Substance Abuse Professional Drug Solutions, Inc., hereinafter referred to as Contractor. Contractor is located at 757 Pacific Avenue, Long Beach, CA 90813.

**RECITALS**

WHEREAS, the County may contract with private businesses for drug and alcohol testing for commercial drivers when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing drug and alcohol testing for commercial drivers; and

WHEREAS, pursuant to the California Government Code Section 31000.8, County is authorized to contract with private firms to perform such services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C (intentionally omitted), D, E, F, G, H, I, and J and Technical Exhibits 1, 2, and 3 are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving

precedence first to the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule (Intentionally Omitted)
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

**Unique Exhibits:**

***Health Insurance Portability & Accountability Act (HIPAA) Agreement***

- 1.10 EXHIBIT J - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA)

**Technical Exhibits**

- 1.11 EXHIBIT 1 – CONTRACT DISCREPANCY REPORT
- 1.12 EXHIBIT 2 – PERFORMANCE REQUIREMENTS SUMMARY CHART
- 1.13 EXHIBIT 3 - CONTRACTOR STATISTICAL DATA REPORTS

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Contract Administrator (CCA):** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.
- 2.6 **County Contract Manager (CCM):** Person designated by County's Contract Administrator to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### 3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### 4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing after execution by County's Board of Supervisors, unless sooner

terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the Chief Executive Officer or his/her designee.
- 4.3 The Contractor shall notify the Chief Executive Office (CEO) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the CCA at the address herein provided in *Exhibit E - County's Administration*.
- 4.4 In the event of expiration of the term of the Contract or termination prior to the expiration of the term of this Contract, the Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method the County determines to be in its best interest.

## **5.0 CONTRACT SUM**

### **5.1 Payment Pursuant to Pricing Schedule**

The County shall pay the Contractor as set forth in the fee schedule for all materials/services covered under this Contract as shown as Exhibit B, Pricing Schedule.

- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the CCA at the address herein provided in *Exhibit E - County's Administration*.

#### **5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

#### **5.5 Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.

5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Steve NyBlom, Manager, Chief Executive Office  
Chief Executive Office, Risk Management Branch  
Occupational Health

5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the CCA prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Local Small Business Enterprises – Prompt Payment Program** *(if applicable)*

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## 6.0 ADMINISTRATION OF CONTRACT - COUNTY

### COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in *Exhibit E - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### 6.1 County's Contract Administrator (CCA)

Responsibilities of the CCA:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Change Notices and Amendments; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

#### 6.2 County's Contract Manager (CCM)

The responsibilities of the CCM include:

- meeting with the Contractor's Project Manager on a regular basis;

- ensuring that the technical standards and requirements of Contractor's performance under this Contract are met;
- advising CCA as to Contractor's performance in areas relative to requirements and technical standards; and
- inspecting any and all Licensed Products, Services, tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

### **6.3 County's Contract Monitor (Monitor)**

- The Monitor is responsible for overseeing the day-to-day administration of this Contract. The Monitor reports to the CCM.
- The Monitor is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Project Manager**

- 7.1.1 The Contractor's Project Manager is designated in *Exhibit F - Contractor's Administration*. The Contractor's Project Manager is the designated officer or employee responsible for all actions needed to administer the contract and shall have full authority to act for the Contractor on all contract matters relating to daily operations.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with CCM and County's Monitor on a regular basis.
- 7.1.3 The Contractor's Project Manager must have three (3) years of experience in supervising or managing a drug/alcohol testing program for commercial drivers or services equivalent or similar to the services identified in this Statement of Work, Exhibit A.
- 7.1.4 **Responsibilities of the Contractor's Project Manager include:**

7.1.4.1 The Contractor shall notify the County in writing of any change in the name address of the Contractor's Project Manager.

7.1.4.2 Contractor's Project Manager shall meet or confer with CCM on a regular basis

## **7.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

## **7.3 Background and Security Investigations**

7.3.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.3.2 County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to the Contractor or to the Contractor's staff any information obtained through the County conducted background clearance.

7.3.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.3.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.4 Confidentiality**

- 7.4.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.4.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.4.3 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the *"Contractor Employee Acknowledgment and Confidentiality Agreement"*, **Exhibit G1**.
- 7.4.4 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the *"Contractor Non-Employee Acknowledgment and Confidentiality Agreement"*, **Exhibit G2**.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 CHANGE NOTICES AND AMENDMENTS**

- 8.1.1 The County reserves the right to initiate Change Notices that do not affect the scope, term, contract sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the CCA. The CCA is authorized to enter into and execute such change notices.
- 8.1.2 During the life of the Contract, there may be a need to adjust examination protocols by deleting and/or adding new laboratory, radiological, or similar examinations as required by law or changes in community professional practice or in recommendations made by such organizations as the Centers for Disease Control, the American Heart Association, etc. The CEO shall have the authority to make such changes in examination protocols and the Contractor shall provide to County such new tests at rates which in no event exceed those published in any existing official rate schedule such as Medi-Cal or Workers' Compensation Fee Schedule for all such test components tested in such

schedules, and/or exceed the lowest rates for these tests charged by the Contractor to any other client.

- 8.1.3 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the County's Board of Supervisors.
- 8.1.4 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared, negotiated if necessary, and executed by the Contractor and by the CCA.
- 8.1.5 The Chief Executive Officer or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Executive Officer or designee.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 8.2.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

### **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within (90) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the CCM of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the CCM within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy:**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California

resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

#### **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position.

For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made

or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material

evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.4 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage

its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.17 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.18 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work

performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.19 FORCE MAJEURE**

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this *Contract*, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.20 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.21 INDEPENDENT CONTRACTOR STATUS**

- 8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.21.4 The Contractor shall adhere to the provisions stated in subparagraph 7.4 - Confidentiality.

## **8.22 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **8.23 GENERAL INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such

insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

**8.23.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Chief Executive Office  
Risk Management Branch/Occupational Health  
3333 Wilshire Boulevard, Suite 1000  
Los Angeles, CA 90010

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.23.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

**8.23.3 Failure to Maintain Coverage:** Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

**8.23.5 Compensation for County Costs:** In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

**8.23.4 Insurance Coverage Requirements for Subcontractors:**  
The Contractor shall ensure any and all Subcontractors

performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

## **8.24 INSURANCE COVERAGE REQUIREMENTS**

**8.24.1 General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.24.2 Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**8.24.3 Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 8.24.4 **Professional Liability** insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Contract.

## 8.25 LIQUIDATED DAMAGES

- 8.25.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Fifty Dollars (\$50) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.26 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental

disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five

Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.28 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the CEI from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.29 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.30 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Contractor Manager (CCM) and/or County's Contract Administrator (CCA) any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the CCM or CCA is not able to resolve the dispute, the Chief Executive Officer, or designee shall resolve it.

#### **8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

#### **8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of

this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.33 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The CEO or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.35 PUBLIC RECORDS ACT**

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned

documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.36 PUBLICITY**

8.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.36 shall apply.

### **8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and

employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### 8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### 8.39 SUBCONTRACTING

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.39.6 The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval

of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Chief Executive Officer  
Risk Management Branch/Occupational Health  
3333 Wilshire Blvd., Room 1000  
Los Angeles, CA 90010

before any Subcontractor employee may perform any work hereunder.

**8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.41 TERMINATION FOR CONVENIENCE**

- 8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such

termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

#### **8.42 TERMINATION FOR DEFAULT**

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the

performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.42.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.
- 8.42.5 The rights and remedies of the County provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.43 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.44 TERMINATION FOR INSOLVENCY**

- 8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.48 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a

waiver thereof. The rights and remedies set forth in this subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.49 WARRANTY AGAINST CONTINGENT FEES**

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **9.0 UNIQUE TERMS AND CONDITIONS**

##### **9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)**

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in **Exhibit J** in order to provide those services. The County and the Contractor therefore agree to the terms of **Exhibit J, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)**.

##### **9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or

attempting to obtain or retain certification as a Local Small Business Enterprise.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

### **9.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

9.3.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.3.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: American Substance Abuse Professional Drug Solutions, Inc.

By [Signature]  
Name  
President  
Title

COUNTY OF LOS ANGELES

By [Signature]  
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By [Signature]  
Deputy

By [Signature]  
Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.  
County Counsel

By [Signature]  
Principal Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 16 NOV 18 2008

9-26-08  
g/amr/DOT/RFP 2007/RFP 2008/Contract FINAL

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER

76812

**CONTRACT FOR  
EMPLOYEE DRUG AND ALCOHOL TESTING PROGRAM/ADMINISTRATION**

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**EXHIBIT A**  
**Statement of Work**  
**Section I - Definitions**

The following definitions apply to this Statement of Work describing the major responsibilities and duties of the County and the Contractor. The definitions used in the Statement of Work will have the following meaning, unless otherwise obvious from their use in the context.

**1.0     DEPARTMENTAL PROGRAM MANAGER (DPM)**

Departmental employee assigned to manage a given department's DOT drug testing program.

**2.0     COUNTY CONTRACT MANAGER (CCM)**

An employee of the Occupational Health Programs (OHP), Risk Management Branch, CEO, who is responsible for inspection of any or all tasks, deliverables, goods, services, or other work provided by or for the Contractor.

**3.0     MEDICAL REVIEW OFFICER (MRO)**

A licensed physician (Doctor of Medicine or Osteopathy) who meets the certification requirements of U.S. Department of Transportation (DOT), and who has at least one year of experience in interpreting and evaluating positive test results.

**4.0     SUBSTANCE ABUSE PROFESSIONAL (SAP)**

A licensed physician (Doctor of Medicine or Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission). The physician shall have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

**5.0     PRE-PLACEMENT DOT DRUG TEST**

A "Pre-Placement" DOT Drug test is a required test done prior to either the first time that an employee is asked to drive a commercial vehicle, or when a current driver needs to be added to the random testing database. Note that pre-placement DOT drug tests are not currently done at the time of the County's pre-placement medical examination.

**EXHIBIT A**  
**Statement of Work**  
**Section II – Contractor’s Services**

**1.0     SCOPE OF WORK**

The Contractor shall take all necessary steps to:

- a) Provide drug and alcohol testing services for all County employees with Commercial Driver’s licenses according to DOT Rules (49 CFR Part 40, 2000 revision, and Part 382), and consistent with permissible County prerogatives described in this document.
- b) Provide non-DOT drug and alcohol services as described in this document.
- c) Provide services as presented in their proposal submitted in response to the solicitation for these services including numerous ancillary and support functions as set forth in other sections throughout this document (for example, performance standards monitoring, or maintaining records).

**2.0     DOT TESTING**

**2.1     Database of Commercial Drivers**

- 2.1.1 Contractor shall aggregate County departments as one employer for the purpose of DOT random testing and reporting.
- 2.1.2 The database of drivers subject to random testing shall be limited to those drivers who were either within the database as of 12/31/08, or who were given a pre-placement DOT drug test after 12/31/08 and whose result was negative.
- 2.1.3 Contractor shall instruct DPM’s that addition of drivers to the database can only occur following a negative pre-placement DOT test.
- 2.1.4 Contractor shall provide each DPM with a monthly list of its employees subject to random DOT testing as well as any employees subject to DOT follow-up or return-to-work testing.

**2.2     Testing Facilities/Lab Analysis**

- 2.2.1 Contractor shall ensure that all specimen collection staff have valid and current DOT Collector or Breath Alcohol Technician (BAT) certifications.

- 2.2.2 Contractor shall ensure that DOT Collectors and BATs comply with qualification training requirements and error correction training procedures.
- 2.2.3 Contractor shall provide arrangements for timely transportation of specimens from collection sites to labs.
- 2.2.4 Contractor shall ensure that each collection site maintains the required minimum staffing of two full-time DOT Collectors and BATs.
- 2.2.5 Contractor shall maintain collection sites throughout the County, including at least one clinic in the northern-most area (Santa Clarita/Palmdale/Lancaster). At least two of these sites must be open on a 24-hour, 7 days-a-week basis for both urine and breath alcohol testing.
- 2.2.6 Contractor shall provide an updated list of collection sites to the CCM and DPMs on contract start date, and as soon as possible following any subsequent changes.

### 2.3 Testing Services

- 2.3.1 Each calendar year, the testing rate for random drug testing shall be 50% +/- 1% of the monthly enrollment average.
- 2.3.2 Each calendar year, the testing rate for random alcohol testing shall be 10% +/- 1% of the monthly enrollment average.
- 2.3.3 Contractor shall notify the CCM if the County is likely to fall more than 1% below the required DOT annual random testing percentages.

### 2.4 Federal Drug Testing Custody, Collection and Control Form

Contractor shall provide each participating department with a maintenance supply of forms and at any time requested. Contractor shall deliver completed forms, indicating the participating department's name and identification number.

### 2.5 SAP Services

- 2.5.1 Contractor shall provide SAP services to all areas of the County.
- 2.5.2 At least one SAP in the Contractor's network must be available to conduct an initial intake interview within 5 business days of a request for interview by an employee who has recently provided a non-negative test result.

2.5.3 Following the initial intake interview, SAP services shall include tracking and follow-up of employees subject to rehabilitation until such time as a negative return-to-duty test is obtained.

2.5.4 If the employee fails to comply with the SAP's treatment recommendations or return-to-duty testing, the SAP will notify the DPM in writing with five (5) business days.

## 2.6 MRO Services

2.6.1 Contractor shall ensure that MRO review of all non-negative tests is initiated no later than the close of business on the business day following the report date of the non-negative test result. Initiation of the review process shall include, at a minimum, determination that the test result is negative; or placing a phone call to the laboratory, collection facility, or employee whose sample is under review.

2.6.2 Specimens that are reported negative dilute shall be reported as "negative dilute" to the DPM with a recommendation for repeat testing immediately.

## 2.7 Consultative Services

Upon request, Contractor shall provide consultative services to the County DPM and CCM about positive results on individual employees and on policy and program questions.

## 2.8 Training Sessions

At times and places convenient to the County and on request, Contractor shall:

- Provide training sessions to supervisors on the physical, behavioral, speech, and performance indicators of probable alcohol and substance abuse.
- Develop the curriculum and training materials to ensure compliance with federal and state law.
- Provide audio, video, slides and other media products as needed.

## 2.9 Required Reporting

### 2.9.1 Results of Testing

2.9.1.1 Contractor shall provide the DPM a written copy of all test results within two business days after collection, unless there are testing complications or findings which require extended MRO involvement, or non-contact

issues. In these cases, Contractor shall provide results within twelve (12) business days post-collection.

2.9.1.2 Contractor shall provide the OHP with copies of all non-negative test results, regardless of testing category, within twelve (12) business days post-collection. Results must include employee name, social security number, date of collection, and substances detected (if any).

2.9.1.3 Contractor shall notify the respective DPM if an employee fails to comply with any follow-up testing or return-to-work testing requirements.

#### 2.9.2 Annual and Semi-Annual Report

Within 30 days of the year's midpoint and within 30 days of the end of the calendar year, Contractor shall provide a written report to the CCM of that calendar year's testing statistics. This report shall comply with federal DOT and California Highway Patrol reporting requirements.

#### 2.9.3 Maintenance of Records

The Contractor shall maintain originals of all records according to relevant federal requirements.

#### 2.9.4 High Risk Drivers

The Contractor shall ensure that their MRO's notify the OHP within twelve (12) business days whenever the MRO becomes aware of medical information which indicates that:

- an employee may be medically unqualified to drive a commercial vehicle,
- continued performance by the employee of safety-sensitive functions is likely to pose a significant safety risk, or
- an employee is using prescribed opiate-containing medication or Marinol.

### 3.0 NON-DOT TESTING

Upon request from an operating department, the Contractor will provide non-DOT testing services to employees as follows:

3.1 Testing Facilities: Contractor will ensure that collection of non-DOT urine specimens will be available at all of the collection facilities listed in subparagraph 2.2.5.

- 3.2 Collection Procedures: Urine specimens will be collected in a manner consistent with DOT Rules (49 CFR Part 40, 2000 revision, and Part 382), with the exception that DOT forms will not be used. Contractor will provide forms that are similar, but not identical.
- 3.3 Collection Staff: Urine specimens will be collected only by staff with current DOT Collector certificates.
- 3.4 Testing Panel and Cut-Off Values: At the current time, Non-DOT testing panels shall consist of 9 substances and/or urine alcohol with the following cut-off values:

<b>Drug</b>	<b>Initial Screen (EMIT)</b>	<b>Confirmation Test (GC/MS)</b>
Amphetamines	Per SAMHSA	Per SAMHSA
Benzodiazapines	300 ng/ml	300 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Cocaine	Per SAMHSA	Per SAMHSA
Methadone	300 ng/ml	300 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates	Per SAMHSA	Per SAMHSA
P.C.P.	Per SAMHSA	Per SAMHSA
Marijuana	Per SAMHSA	Per SAMHSA
Alcohol*	0.05g%	0.05g%

*\*Note: At the current time, breath alcohol testing is not permissible in the County's non-DOT substance testing program.*

- 3.5 Lab Analysis: Contractor shall utilize only laboratories that are certified by SAMHSA for drug testing.
- 3.6 SAP Services: For non-DOT testing, these will be provided by in-house County staff.
- 3.7 MRO Services: For non-DOT testing, these will be provided by in-house County staff.
- 3.8 Required Reporting: Contractor shall provide the OHP with copies of all test results within two business days post-collection. Results must include employee name, social security number, date of collection, and substances detected (if any). No results are reported directly to the operating departments.

#### 4.0 BILLING AND INVOICING

##### 4.1 Frequency

Monthly billing in arrears for the services provided during the previous month.

##### 4.2 Information Requirements

The Contractor shall submit both a detailed and summary invoice which must contain the information described below. Failure to provide complete invoices will result in delay or non-payment.

Detailed Invoice:

Date of Service  
Employee Name  
Services Provided  
Cost of Services Provided  
Name of County Department Approving Service

Summary Invoice:

Total Charges for each Department

##### 4.3 Mailing of Invoices

Mail Invoices to:

Erlinda B. Castro  
Occupational Health Programs  
Risk Management Branch, CEO,  
3333 Wilshire Blvd., Suite 1000  
Los Angeles, CA 90010

#### 5.0 QUALITY ASSURANCE

##### 5.1 Contractor's Quality Control Program

The Contractor shall immediately establish and maintain a Quality Control Plan to assure that requirements of this contract are met. The plan shall include, but not be limited to, the following:

5.1.1 The methods for assuring and verifying that contractor staff are qualified and properly trained to perform the services required under the agreement and that they comply with applicable continuing education requirements.

- 5.1.2 A system for monitoring compliance with all the services listed in this Exhibit B – Statement of Work. It must specify the activities inspected or audited on a scheduled or unscheduled basis, how often inspections or audits will be accomplished, and the title of the individual(s) who will perform the inspection or audit.
- 5.1.3 The methods for identifying and correcting deficiencies, and preventing further deficiencies in the quality of service performed under the contract if the performance level becomes unacceptable
- 5.1.4 At a minimum, the Contractor's Quality Control Plan must include annual visits to each collection site by an inspector, or an inspection team, which includes person(s) who are DOT-certified as a Drug Test Collector(s) and Blood Alcohol Technician(s).
- 5.1.5 The Contractor shall prepare a report of its Quality Control Plan efforts and results and submit it to the CCM at the end of each calendar year of the contract term. Contractors must also submit site inspection reports to the CCM within 30 days following each inspection.

## 5.2 County's Quality Assurance Monitoring Plan

The County shall monitor the Contractor's compliance with the requirements outlined in the Contract, and in the Performance Requirements Summary (PRS) Chart found in Appendix C of the Request for Proposals.

### 5.2.2 County Observations

Besides departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

### 5.2.2 Assessment of Fines

The CCM will notify the Contractor when a fine is being considered for failure to perform per the requirements of the PRS. Prior to assessment of any fines, the Contractor will be given an opportunity to present contrary evidence. Following review of this evidence the CCM will make a final decision and assess fines when indicated. These will be deducted from the next payment due to the Contractor.

### 5.2.3 Contract Discrepancy Report

For contract discrepancies that occur on a repeated basis, the CCM will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the

Contractor shall respond in writing to the CCM within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. The Contractor shall also submit a correction plan of all deficiencies identified in the Contract Discrepancy Report to the CCM within ten (10) business days.

## 6.0 RESPONSIBILITIES

### 6.1 County

The County will administer the Contract according to Appendix A, Sample Contract Paragraph 6.0 Administration of Contract-County.

### 6.2 Contractor

#### 6.2.1 Personnel

Contractor will administer the Contract according to Appendix A, Sample Contract Paragraph 7.0, Administration of Contract-Contractor.

#### 6.2.2 Transition Plan

The Contractor shall provide a smooth and seamless transition of program management including but not limited to:

- Obtaining all electronic and hard copy records or reports maintained by the County's current vendor through December 31, 2008.
- Assist County in any storage decisions on inactive project records turned over by vendor.
- Assume monitoring responsibilities of SAP referrals for employees who have not had a negative return-to-duty test.

#### 6.2.3 Orientation

The Contractor shall provide an orientation session at no charge to demonstrate proper use of program support materials for County managers or supervisors as requested by the DPM or CCM.

04/16/08

g/Dept of Transportation/RFP 2008/Exhibit A - Statement of Work 4-16-08

## PRICING SCHEDULE

All proposals shall include price/fees quoted for each component listed. If a service /component is not provided, an explanation (such as "price included within other (specify) component") must be provided in the "UNIT PRICE" cell or provide an explanation of why not provided in the space on the subsequent page.

SERVICE/COMPONENT DESCRIPTION		Unit Price Years 1-3	Unit Price Year 4	Unit Price Year 5
1.	Urine collection and analysis per DOT regulations. Pricing includes any same-day repeat collections, GC/MS and/or 6- Acetyl/morphine confirmation testing.	\$35.00	\$38.00	\$39.00
2.	Split specimen testing (second laboratory) if primary test is adulterated or substituted. Should include handling charges.	\$140.00	\$140.00	\$140.00
3.	Split specimen GC/MS Test (second laboratory). Should include handling charges.	\$140.00	\$140.00	\$140.00
4.	D/L confirmation if positive for amphetamines and MRO deems necessary.	\$35.00	\$35.00	\$35.00
5.	Breath alcohol test including confirmatory testing as needed.	\$30.00	\$30.00	\$30.00
6.	Same as #1 above but services provided by mobile collection service.	\$100+\$35 per collection	\$100+\$35 per collection	\$100+\$35 per collection
7.	Substance abuse professional services. Price per non-negative test result.	\$300.00	\$300.00	\$300.00
8.	Medical Review Officer positive test verification.	\$0.00	\$0.00	\$0.00
9.	Medical Review Officer negative test verification.	\$0.00	\$0.00	\$0.00
10.	Supervisor training program materials and two-hour training session. Price per hour.	\$125.00	\$125.00	\$125.00
11.	Expert Witness including MRO or Certifying Scientist. Price per hour.	\$400.00	\$400.00	\$400.00
12.	Additional physician review for shy bladder, shy lung, and/or opiates. Price per review.	\$0.00	\$0.00	\$0.00
13.	Urine collection and analysis of non-DOT Substance Abuse Panel (9 substance). Pricing includes any same-day repeat collections, GC/MS and/or 6- Acetyl/morphine confirmation testing.	\$35.00	\$35.00	\$35.00
14.	Urine collection and analysis of non-DOT Substance Abuse Panel plus Urine Alcohol (10 substance). Pricing includes any same-day repeat collections, GC/MS and/or 6- Acetyl/morphine confirmation testing.	\$35.00	\$35.00	\$35.00

## **EXHIBIT C**

### **CONTRACTOR'S PROPOSED SCHEDULE**

**(INTENTIONALLY OMITTED)**

# **PROPOSER'S EEO CERTIFICATION**

ASAP Drug Solutions, Inc.

Company Name

757 Pacific Ave., Long Beach, CA 90813

Address

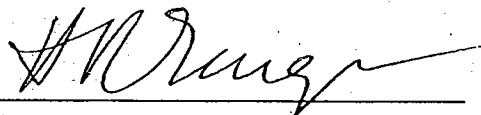
330802876

Internal Revenue Service Employer Identification Number

## **GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	( ✓ )	(   )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( ✓ )	(   )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( ✓ )	(   )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( ✓ )	(   )



Signature

6/19/2008

Date

Helen Tang M.D.

President

Name and Title of Signer (please print)

EEO CERTIFICATION

COUNTY'S ADMINISTRATION

CONTRACT NO.

COUNTY CONTRACT ADMINISTRATOR:

Name: Steven NyBlom  
Title: Manager, CEO  
Address: 3333 Wilshire Boulevard, Suite 1000  
Los Angeles, CA 90010  
Telephone: (213) 738-2214  
Facsimile: (213) 637-0822  
E-Mail Address: [snyblom@ceo.lacounty.gov](mailto:snyblom@ceo.lacounty.gov)

COUNTY CONTRACT MANAGER:

Name: Steven Nyblom  
Title: Manager, CEO  
Address: 3333 Wilshire Boulevard, Suite 1000  
Los Angeles, CA 90010  
Telephone: (213) 738-2214  
Facsimile: (213) 637-0822  
E-Mail Address: [snyblom@ceo.lacounty.gov](mailto:snyblom@ceo.lacounty.gov)

COUNTY CONTRACT MONITOR:

Name: Erlinda B. Castro  
Title: Program Specialist IV  
Address: 3333 Wilshire Boulevard, Suite 1000  
Los Angeles, CA 90010  
Telephone: (213) 738-2219  
Facsimile: (213) 637-0822  
E-Mail Address: [ecastro@ceo.lacounty.gov](mailto:ecastro@ceo.lacounty.gov)

**CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: ASAP Drug Solutions, Inc.  
 CONTRACT NO: Employee Drug and Alcohol Testing Program Services  
 CONTRACTOR'S PROJECT MANAGER: Administrative Contract

Name: Ms Sheila Guzman, MA, C-SAPA  
 Title: Operations Manager / Programs Manager  
 Address: 455 East Carson Plaza Drive  
Carson, Ca 90746  
 Telephone: 562-624-2720  
 Facsimile: 562-624-2724  
 E-Mail Address: sheilag@asapdrugsolutions.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Helen Tang, M.D.  
 Title: Medical Review Officer / President  
 Address: P.O. Box  
 Telephone: 562-624-2720  
 Facsimile: 562-628-9390  
 E-Mail Address: helent@asapdrugsolutions.com

Name: Sheila Guzman, MA, C-SAPA  
 Title: Operations Manager / Programs Manager  
 Address: 455 East Carson Plaza Drive  
Carson, Ca 90746  
 Telephone: 562-624-2720  
 Facsimile: 562-624-2724  
 E-Mail Address: sheilag@asapdrugsolutions.com

**Notices to Contractor shall be sent to the following:**

Name: Sheila Guzman, MA, C-SAPA  
 Title: Operations Manager / Program Manager  
 Address: 455 East Carson Plaza Drive  
Carson, Ca 90746  
 Telephone: 562-624-2720  
 Facsimile: 562-624-2724  
 E-Mail Address: sheilag@asapsolutions.com

## **FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

- G1     CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
         AGREEMENT
- G2     CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
         AGREEMENT

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **SAFELY SURRENDERED BABY LAW**

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

[www.babysafela.org](http://www.babysafela.org)

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Krabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***

# Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



Estado de California  
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos  
(Health and Human Services Agency)  
Graftland Johnson, Secretario

Departamento de Servicios Sociales  
(Department of Social Services)  
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Wonne Brathwaite-Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Khabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

**AGREEMENT**  
**CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"**  
**UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY**  
**ACT OF 1996 (HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

**1.0 DEFINITIONS**

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

## **2.0 OBLIGATIONS OF BUSINESS ASSOCIATE**

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles  
 Kenneth Hahn Hall of Administration  
 500 West Temple St.  
 Suite 410  
 Los Angeles, CA 90012  
 (213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

### **3.0 OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

### **4.0 TERM AND TERMINATION**

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

### **4.3 Disposition of Protected Health Information Upon Termination or Expiration**

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

(b)

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created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **5.0 MISCELLANEOUS**

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05

g/amr/DOT/RFP 2007rfp 2008/Contract - Exhibits - Final

## ***TECHNICAL EXHIBITS***

**TECHNICAL EXHIBITS  
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**EXHIBIT 1**  
**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_  
                  **Returned by Contractor:** \_\_\_\_\_  
                  **Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**COUNTY ACTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

## Technical Exhibit 2

### PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

<b>Performance Reference</b>	<b>Service</b>	<b>Monitoring Method</b>	<b>Performance Standard/Assessment @ \$50 per occurrence except as noted</b>
Contract – Sub-paragraph 4.3 Contractor to Notify County within 6 Months of Expiration of Contract	Contractor shall notify CCA when this Contract is within 6 months from the expiration of the term.	Submission of Notification to Contract Manager or designee.	Provide notification no later than one week after twelve (12)-month pre-expiration period begins.
Contract – Sub-paragraph 5.3 Notice when 75% Contract Authorization Incurred	Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred 75% of total Contract authorization, if applicable, under this Contract.	Submission of Notification to Contract Manager or designee.	Provide information within two weeks of knowledge.
Contract – Sub-paragraph 5.5 Invoices and Payments	Contractor shall bill County and prepare invoices in accordance with requirements.	Submission of Invoice to Contract Manager or designee.	Accurate, detailed, timely – 100% of the time
Contract – Sub-paragraph 7.1 Contractor's Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection and observation by Contract Manager or designee.	Within 1 week of any change – 100% of time
Contract – Sub-paragraph 7.4 Confidentiality	Contractor shall cause each employee to sign and adhere to the "Contractor Employee...Confidentiality Agreement."	Submission of Proof to Contract Manager or designee.	Within 1 week of employment start date – 100% of time
Contract – Sub-paragraph 8.5 Complaints	Contractor shall provide County with Contractor's policy for receiving, investigating and responding to County DPM complaints.	Submission of Policy to Contract Manager or designee.	Submission of policy within 90 business days after contract start date.
Contract – Sub-paragraph 8.7 Record Retention & Inspection/Audit	Contractor shall maintain accurate and complete financial, employment and other records relating to this Contract.	Inspection and observation by Contract Manager or designee.	Access to such records within one week of Contract Manager's request.
Contract – Sub-paragraph 8.24.1 Evidence of General Liability Insurance	Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Contract Manager.	Submission of all Certificates to Contract Manager or designee.	Timely and conforming submittal of all insurance certificates.

<b>Performance Reference</b>	<b>Service</b>	<b>Monitoring Method</b>	<b>Performance Standard/Assessment @ \$50 per occurrence except as noted</b>
Contract – Sub-paragraph 8.24.2 Evidence of Workers' Comp/Employers Liability Ins.	Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Contract Manager.	Submission of all Certificates to Contract Manager or designee.	Timely and conforming submittal of all insurance certificates.
Contract – Sub-paragraph 8.24.3 Evidence of Professional Liability Insurance	Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Contract Manager.	Submission of all Certificates to Contract Manager or designee.	Timely and conforming submittal of all insurance certificates.
Contract – Sub-paragraph 8.29 Notice of Delays	Contractor shall notify Contract Manager of any situation that is/may delay provision of services.	Observation by Contract Manager or designee.	Provide information within 15 business days prior to delay of services.
Contract – Sub-paragraph 8.36 Publicity	Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials without the prior written consent of the CCA.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Contract – Sub-paragraph 8.39 Subcontracting	Contractor shall adhere to all requirements and obtain County's written approval prior to subcontracting any work.	Inspection and Observation by Contract Manager.	Access such records within one week of Contractor Manager's request. Adhere to requirement 100% of time.
Statement of Work – Paragraph 1.0 Scope of Work	Contractor shall provide testing consistent with DOT regulations.	Observation by Contract Manager or designee	Contractor shall never perform pre-placement alcohol testing.
Statement of Work – Sub-paragraph 2.1.2 DOT Testing: Database of Commercial Drivers	Contractor shall limit the database of drivers subject to random testing to those who were within the database as of 12/31/08 or who were given a pre-placement DOT drug test after 12/31/08 with a negative result.	Observation by Contract Manager or designee	Adhere to requirement 100% of time.
Statement of Work – Sub-paragraph 2.1.3 DOT Testing: Database of Commercial Drivers	Contractor shall not add drivers to the database unless they resulted in a negative pre-placement DOT test.	Observation by Contract Manager or designee	Adhere to requirement 100% of time.
Statement of Work – Sub-paragraph 2.1.4 DOT Testing: Database of Commercial Drivers	Contractor shall provide each DPM with a monthly list of employees requiring testing	Observation by Contract Manager or designee	Provision of lists to each DPM no later than the 15 <sup>th</sup> of the testing month.

<b>Performance Reference</b>	<b>Service</b>	<b>Monitoring Method</b>	<b>Performance Standard/Assessment @ \$50 per occurrence except as noted</b>
Statement of Work – Sub-paragraph 2.2.1 DOT Testing: Testing Facilities/Lab Analysis	Contractor shall ensure that all specimen collection staff have valid and current DOT or BAT certifications.	Observation by Contract Manager or designee.	100% of testing will be done by staff with current DOT or BAT certifications. \$500 penalty per occurrence.
Statement of Work – Sub-paragraph 2.2.2 DOT Testing: Testing Facilities/Lab Analysis	Contractor shall ensure that DOT Collectors and BATs comply with qualification training requirements and error correction training procedures.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Sub-paragraph 2.2.3 DOT Testing: Testing Facilities/Lab Analysis	Contractor shall provide arrangements for timely transportation of specimens from collection sites to labs.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Sub-paragraph 2.2.4 DOT Testing: Testing Facilities/Lab Analysis	Contractor shall ensure that each collection site maintains the required minimum staffing of two full-time DOT Collectors and BATs.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Sub-paragraph 2.2.5 DOT Testing: Testing Facilities/Lab Analysis	Contractor shall maintain collection sites throughout the County with one in the Santa Clarita/Palmdale/Lancaster area. At least two of the sites must be open 24 hours a day, 7 days a week for both urine and breath alcohol testing.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Sub-paragraph 2.2.6 DOT Testing: Testing Facilities/Lab Analysis	Contractor shall provide an updated list of collection sites to CCM and DPMs on contract start date and following any subsequent changes.	Submission of List to Contract Manager or designee.	Submit list within one week of change.
Statement of Work – Sub-paragraph 2.3.1 DOT Testing: Testing Services	Contractor shall ensure that the calendar year County-wide testing rate for random drug testing shall be 50% +/- 1% of the monthly enrollment average.	Observation by Contract Manager or designee.	For each calendar year, the testing rate shall be no lower than 49.0%, and no higher than 51.0%. No rounding is permitted. \$500 penalty per occurrence.

<b>Performance Reference</b>	<b>Service</b>	<b>Monitoring Method</b>	<b>Performance Standard/Assessment @ \$50 per occurrence except as noted</b>
Statement of Work – Sub-paragraph 2.3.2 DOT Testing: Testing Services	Contractor shall ensure that the calendar year County-wide testing rate for random alcohol testing shall be 10% +/- 1% of the monthly enrollment average.	Observation by Contract Manager or designee.	For each calendar year, the testing rate shall be no lower than 9.0%, and no higher than 11.0%. No rounding is permitted. \$500 penalty per occurrence.
Statement of Work – Sub-paragraph 2.3.3 DOT Testing: Testing Services	Contractor shall notify the CCM if the County is likely to fall more than 1% below the required DOT annual random testing percentages.	Observation by Contract Manager or designee.	Contractor shall notify CCM within one business day of knowledge 100% of time.
Statement of Work – Sub-paragraph 2.4 DOT Testing: Federal Drug Testing Custody, Collection and Control Form	Contractor shall provide each participating department with a maintenance supply of forms with the participating department's name and identification number.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Sub-paragraph 2.5.1 DOT Testing: SAP Services	Contractor shall provide individuals access to SAP services to all areas of the County.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Sub-paragraph 2.5.2 DOT Testing: SAP Services	At least one SAP in the Contractor's network must be available to conduct an initial intake interview within 5 business days of a request for interview by an employee who has recently provided a non-negative test result.	Observation by Contract Manager or designee	Adhere to requirement 100% of time
Statement of Work – Sub-paragraph 2.5.3 DOT Testing: SAP Services	Following the initial interview, services include tracking and follow-up of employees subject to rehabilitation until such time as a negative return-to-duty test is obtained.	Observation by Contract Manager or designee	Adhere to requirement 100% of time

<b>Performance Reference</b>	<b>Service</b>	<b>Monitoring Method</b>	<b>Performance Standard/Assessment @ \$50 per occurrence except as noted</b>
Statement of Work – Sub-paragraph 2.5.4 DOT Testing: SAP Services	If the employee fails to comply with the SAP's treatment recommendations or return-to-duty testing, the SAP will notify the DPM in writing with five (5) business days.	Observation by Contract Manager or designee	100% of the time, breaches shall be reported to DPMs within five business days.
Statement of Work – Sub-paragraph 2.6.1 DOT Testing: MRO Services	Contractor shall ensure that MRO initiates a review of all non-negative tests which includes, at a minimum, determination that the test result is negative; or placing a phone call to the laboratory, collection facility, or employee whose sample is under review.	Observation by Contract Manager or designee.	Contractor shall ensure that MRO review of all non-negative tests is initiated no later than the close of business on the business day following the report date of the non-negative result.
Statement of Work – Sub-paragraph 2.6.2 DOT Testing: MRO Services	Negative dilute specimens shall be reported as "negative dilute" to the DPM with a recommendation for repeat testing immediately.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Sub-paragraph 2.7 DOT Testing: Consultative Services	Contractor shall provide consultative services to County DPM and CCM about positive results on individual employees and on policy and program questions.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Sub-paragraph 2.8 DOT Testing: Training Sessions	Contractor shall develop curriculum and provide training sessions with the necessary materials to supervisors on the physical, behavioral, speech, and performance indicators of probable alcohol and substance abuse to ensure compliance with federal and state law.	Observation by Contract Manager or designee.	Contractor shall provide training within 10 business days from the request.
Statement of Work – Sub-paragraph 2.9.1.1 DOT Testing: Required Reporting: Results of Testing	Contractor shall provide the DPM with accurate and timely results in writing of all tests.	Submission of results to Contract Manager or designee.	Test results shall be reported to DPMs within two days of collection unless testing complications or finding require extended MRO involvement, or there are non-contact issues. In these cases, 100% of results shall be reported no later than twelve (12) days post-collection.

<b>Performance Reference</b>	<b>Service</b>	<b>Monitoring Method</b>	<b>Performance Standard/Assessment @ \$50 per occurrence except as noted</b>
Statement of Work – Sub-paragraph 2.9.1.2 DOT Testing: Required Reporting: Results of Testing	Contractor shall provide copies of all non-negative test results to Occupational Health Program (OHP), regardless of testing category. Results must include employee name, social security number, date of collection, and substances detected (if any).	Submission of results to Contract Manager or designee.	100% of non-negative test results shall be reported to the OHP no later than twelve (12) days post-collection.
Statement of Work – Sub-paragraph 2.9.1.3 DOT Testing: Required Reporting: Results of Testing	Contractor shall notify the respective DPM if an employee fails to comply with any follow-up testing or return-to-work testing requirements.	Notification to DPM.	Contractor shall provide notification to respective DPM within one business day of employee non-compliance.
Statement of Work – Sub-paragraph 2.9.2 DOT Testing: Required Reporting – Annual and Semi-Annual Report	Contractor shall provide a written report to the CCM of that calendar year's testing statistics. The report shall comply with the federal DOT and California Highway Patrol reporting requirements.	Contractor submission to Contract Manager or designee.	For each calendar year, provide the Contract Administrator a report within 30 days of the year's mid-point and within 30 days of the end of the calendar year.
Statement of Work – Sub-paragraph 2.9.3 DOT Testing: Required Reporting – Maintenance of Records	Contractor shall maintain originals of all records according to relevant federal requirements.	Inspection and observation by Contract Manager or designee.	Access to records within one week of Contract Manager's request.
Statement of Work – Sub-paragraph 2.9.4 DOT Testing: Required Reporting – High Risk Drivers	The OHP shall be notified when an MRO believes that an employee may be medically unqualified to drive a commercial vehicle, that continued performance by the employee of safety-sensitive functions is likely to pose a significant safety risk, or the employee is using opiates or Marinol.	Randomly timed interviews with MROs by Contract Manager or designee.	In 100% of incidents, the Contractor shall ensure that their MROs notify the OHP within twelve (12) business days. \$500 penalty per occurrence of failure to notify or late notification.
Statement of Work – Sub-paragraph 3.1 Non-DOT Testing: Testing Facilities	Contractor will ensure that collection of non-DOT urine specimens will be available at all of the collection facilities listed in sub-paragraph 2.2.5	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.

<b>Performance Reference</b>	<b>Service</b>	<b>Monitoring Method</b>	<b>Performance Standard/Assessment @ \$50 per occurrence except as noted</b>
Statement of Work – Sub-paragraph 3.2 Non-DOT Testing: Collection Procedures	Contractor will collect urine specimens in a manner consistent with DOT Rules (49 CFR Part 40, 2000 revision, and Part 382) with the exception that DOT forms will not be used. Contractor will provide forms that are similar but not identical.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Sub-paragraph 3.3 Non-DOT Testing: Collection Staff	Contractor will ensure that collection of urine specimens will be collected only by staff with current DOT Collector certificates.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Sub-paragraph 3.4 Non-DOT Testing: Testing Panel and Cut-Off Values	Contractor will ensure that all Non-DOT testing includes the County-specified 9 substances with the cut-off values as stated in this sub-paragraph.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Sub-paragraph 3.4 Non-DOT Testing: Testing Panel and Cut-Off Values	When directed by the County, Contractor shall add a urine alcohol test to the 9 substance Non-DOT panel	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Sub-paragraph 3.5 Non-DOT Testing: Lab Analysis	Contractor shall utilize only laboratories that are certified by SAMHSA for drug testing.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Sub-paragraph 3.8 Non-DOT Testing: Required Reporting	Contractor shall provide OHP with copies of all test results. Results must include employee name, social security number, date of collection, and substances detected (if any). No results are reported directly to the operating departments.	Submission of invoice to Contract Manager or designee.	Test results shall be reported to the OHP no later than two business days post-collection.
Statement of Work – Paragraph 4.0 Billing and Invoicing	Contractor shall submit both a detailed and summary invoice for services provided during the previous month. Invoice must contain the required information. Billing shall be in arrears.	Submission of invoice to Contract Manager or designee.	Contractor shall submit invoice to Contract Manager or designee by the 30 <sup>th</sup> of each month.

<b>Performance Reference</b>	<b>Service</b>	<b>Monitoring Method</b>	<b>Performance Standard/Assessment @ \$50 per occurrence except as noted</b>
Statement of Work – Sub-paragraph 5.1.1 through 5.1.3 Quality Assurance: Contractor's Quality Control Program	Contractor shall immediately establish and maintain a Quality Assurance Plan to assure that requirements of Contract Statement of Work (SOW) are met.	Contractor submission to Contract Administrator or designee of annual report of compliance monitoring efforts and results.	Completeness of Plan showing monitoring activity, criteria, and performance standards for 95% of all services in the SOW. Report noting inspection detail, results, deficiency correction.
Statement of Work – Sub-paragraph 5.1.4 Quality Assurance: Contractor's Quality Control Program	Contractor's Quality Assurance Plan must include annual visits to each collection site.	Contractor submission to Contract Administrator or designee of site inspection reports.	Each collection site shall be inspected by an inspector, or an inspection team, which includes person(s) who are DOT-certified as a Drug Test Collector(s) and Blood Alcohol Technician(s). A report must be submitted to the Contract Administrator within 30 days following each inspection.
Statement of Work – Sub-paragraph 5.1.5 Quality Assurance: Contractor's Quality Control Program	Contractor shall prepare a report of its Quality Control Plan efforts and results and submit it to the CCM along with the site inspection reports.	Submission of reports to Contract Manager or designee.	Contractor's Quality Control Plan efforts and results shall be submitted to the CCM at the end of each calendar year of contract term. Site inspection reports shall be submitted to the CCM within 30 days following each inspection.
Statement of Work – Sub-paragraph 6.2.1 Responsibilities: Contractor	Contractor will administer the Contract according to Appendix A, Sample Contract Paragraph 7.0, Administration of Contract-Contractor.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Sub-paragraph 6.2.2 Responsibilities: Contractor	Contractor shall provide a smooth and seamless transition of program management.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Sub-paragraph 6.2.3 Responsibilities: Contractor	Contractor shall provide an orientation session to demonstrate use of program support materials for County managers or supervisors as requested by the DPM or CCM.	Observation by Contract Manager or designee.	Contractor shall provide orientation within 10 business days from the request

## **TECHNICAL EXHIBIT 3**

### **CONTRACTOR STATISTICAL DATA REPORTS**

**2005, 2006, 2007**

# ASAP Drug And Alcohol Test Annual Report

## CONTRACTOR STATISTICAL DATA REPORT

Client: FMCSA/LA Date: 10/30/2007

Address: 1250 Pacific Avenue Telephone Number: (562)628-1470

Prepared by: A.S.A.P. Drug Solutions, Inc. Report Period: 01/01/2005 thru 12/31/2005

I certify that all information contained in this report has been accurately answered and all portions of 49 CFR Part 199 & 40 are being followed:

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

TEST PERIODS (i.e., monthly, quarterly, etc.)	1ST QTR			2ND QTR			3RD QTR			4TH QTR			TOTALS (Cumulative)
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
# of Covered Employees in Pool(average total)	957	967	966	959	958	969	966	970	981	985	996	996	
Total Specimens Collected	40	56	62	39	46	48	45	59	50	55	55	43	598
# of Specimens Verified Negative	37	54	60	39	45	48	43	57	50	55	55	41	584
# of Specimens Verified Positive	3	2	2		1		2	2				2	14
# of Specimens Verified Positive More than One Drug							1	2					3
Percent(%) Random Drug Tested	2.3	4.45	5.69	3.44	3.65	4.33	3.83	4.95	3.98	4.47	4.22	3.61	48.95
# of Blind Specimens Completed													0
Total Alcohol Screen Performed	8	8	11	9	15	8	11	9	17	19	15	7	137
# of Alcohol Tests Verified Negative	8	8	9	9	15	8	11	9	17	19	15	7	135
# of Alcohol Tests Verified Positive			1										1
# of Specimens(Drug) Plus Alcohol Tests Verified Positive													0
Percent(%) Random Alcohol Tested	0.42	0.72	0.72	0.52	0.94	0.72	1.04	0.52	1.22	1.62	0.9	0.5	9.87
NUMBER OF DRUG TESTS BY TYPE													
Pre-employment	13	13	4	4	6	4	7	6	7	8	9	5	86
Random	22	43	55	33	35	42	37	48	39	44	42	36	476
Post Accident													0
Reasonable Suspicion/Cause								1					1
Return-to-Duty					2	2	1	1		1	1		8
Follow-Up	5		3	2	3			2	4	2	3	2	26

TEST PERIODS (i.e., monthly, quarterly, etc.)		1ST QTR			2ND QTR			3RD QTR			4TH QTR			TOTALS
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	(Cumulative)
# OF ALCOHOL SCREENING TESTS BY TYPE														
Pre-employment		4	1				1							2
Random			7	7	5	9	7	10	5	12	16	9	5	96
Post Accident														0
Reasonable Suspicion/Cause									1					1
Return-to-Duty						2		1	1			2		6
Follow-Up		4		4	4	4			2	5	3	4	2	32
# OF ALCOHOL CONFIRMATION TESTS BY TYPE														
Pre-employment														0
Random														0
Post Accident														0
Reasonable Suspicion/Cause														0
Return-to-Duty														0
Follow-Up				2										2
# OF CONFIRMATION ALCOHOL TESTS RESULTS EQUAL TO OR GREATER THAN 0.02, BUT LESS THAN 0.04														
Pre-employment														0
Random														0
Post Accident														0
Reasonable Suspicion/Cause														0
Return-to-Duty														0
Follow-Up				1										1
# OF CONFIRMATION ALCOHOL TEST RESULTS EQUAL TO OR GREATER THAN 0.04														
Pre-employment														0
Random														0
Post Accident														0
Reasonable Suspicion/Cause														0
Return-to-Duty														0
Follow-Up														1
ALCOHOL & DRUG TRAINING EDUCATION														
Number of Supervisors Who Received Initial Training														

\*\*\*REFER TO THE FOLLOWING PAGES FOR POSITIVE AND/OR REFUSAL TO TEST INFORMATION\*\*\*

TEST PERIODS (i.e., monthly, quarterly, etc.)		1ST QTR			2ND QTR			3RD QTR			4TH QTR			TOTALS
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	(Cumulative)
# VERIFIED POSITIVE FOR DRUGS BY TYPE														
Pre-employment		1				1		1					1	4
Random			2	2				1					1	6
Post Accident														0
Reasonable Suspicion/Cause									1					1
Return-to-Duty									1					1
Follow-Up		2												2
FUNCTION PERFORMED/COVERED POSITION														
Operation/Maintenance/Emergency Response														
# OF SPECIMENS VERIFIED POSITIVE FOR EACH TYPE OF DRUG														
Marijuana		1		1					1				1	4
Cocaine		2		1				1						4
Opiates														0
Amphetamines								1	2				1	4
Phencyclidine(PCP)														0
DISPOSITION OF EMPLOYEE/ACTION TAKEN														
No Longer Employed with Company														
Reassigned to Non-covered Functions														
Entered Rehabilitation, if applicable and/or returned to covered functions														
Other(specify)														
# OF PERSONS DENIED A COVERED POSITION DUE TO + DRUG TEST														
# OF PERSONS RETURNED TO DUTY WITH +DRUG TEST/REFUSAL														
# OF EMPLOYEES WHO REFUSED TO SUBMIT TO														
Random														
Other(Non Random)														
ACTION TAKEN ON REFUSALS														
No Longer Employed with Company														
Reassigned to Non-covered Functions														
Entered Rehabilitation, if applicable and/or returned to covered functions														
Other(specify)														

TEST PERIODS (i.e., monthly, quarterly, etc.)	1ST QTR			2ND QTR			3RD QTR			4TH QTR			TOTALS
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	(Cumulative)
# VERIFIED POSITIVE FOR ALCOHOL TESTS BY TYPE													
Pre-employment													0
Random													0
Post Accident													0
Reasonable Suspicion/Cause													0
Return-to-Duty													0
Follow-Up			1										1
FUNCTION PERFORMED/COVERED POSITION													
Operation/Maintenance/Emergency Response													
# OF EMPLOYEE WHO ENGAGED IN ALCOHOL MISUSE WHO WERE RETURN TO DUTY IN A COVERED POSITION													
DISPOSITION OF EMPLOYEE/ACTION TAKEN ON POSITIVES EQUAL TO OR GREATER THAN .04													
No Longer Employed with Company													
Reassigned to Non-covered Functions													
Entered Rehabilitation, if applicable and/or returned to covered functions													
Other(specify)													
# OF PERSONS DENIED A COVERED POSITION DUE TO +ALCOHOL													
# OF EMPLOYEES WHO REFUSED TO SUBMIT													
ACTION TAKEN ON RESUSALS													
No Longer Employed with Company													
Reassigned to Non-covered Functions													
Entered Rehabilitation, if applicable and/or returned to covered functions													
Other(specify)													
# OF EMPLOYEES WHO VIOLATED ALCOHOL PROVISIONS													
While Performing Safety-Sensitive Functions													
Within 4 Hours of Performing Safety-Sensitive Functions													
Before Taking a Required Post-Accident Alcohol Test													

# ASAP Drug And Alcohol Test Annual Report

## CONTRACTOR STATISTICAL DATA REPORT

Client: FMCSA/LA Date: 10/30/2007  
 Address: 1250 Pacific Avenue Telephone Number: (562)628-1470  
 Prepared by: A.S.A.P. Drug Solutions, Inc. Report Period: 01/01/2006 thru 12/31/2006  
 I certify that all information contained in this report has been accurately answered and all portions of 49 CFR Part 199 & 40 are being followed:  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_

TEST PERIODS (i.e., monthly, quarterly, etc.)	1ST QTR			2ND QTR			3RD QTR			4TH QTR			TOTALS (Cumulative)
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
# of Covered Employees in Pool (average total)	1001	1009	984	991	1000	1005	1007	972	979	971	981	994	
Total Specimens Collected	36	54	44	71	57	49	48	79	95	45	48	41	667
# of Specimens Verified Negative	36	54	43	71	57	48	47	77	94	44	45	41	657
# of Specimens Verified Positive			1			1	1	2	1	1	3		10
# of Specimens Verified Positive More than One Drug													0
Percent(%) Random Drug Tested	2.7	4.26	3.76	6.36	4.1	3.58	3.48	6.17	7.56	3.4	3.06	1.61	49.94
# of Blind Specimens Completed													0
Total Alcohol Screen Performed	9	7	9	14	10	3	13	13	26	10	12	2	128
# of Alcohol Tests Verified Negative	9	7	9	14	10	3	13	13	26	10	12	2	128
# of Alcohol Tests Verified Positive													0
# of Specimens (Drug) Plus Alcohol Tests Verified Positive													0
Percent(%) Random Alcohol Tested	0.6	0.5	0.71	1.21	0.8	0.1	0.99	1.13	2.04	0.93	0.92	0.1	9.99
NUMBER OF DRUG TESTS BY TYPE													
Pre-employment	6	8	5	6	11	4	4	11	6	7	12	22	102
Random	27	43	37	63	41	36	35	60	74	33	30	16	495
Post Accident													0
Reasonable Suspicion/Cause													0
Return-to-Duty		1						1	1		1		4
Follow-Up	3	2	2	2	5	9	9	7	14	5	5	3	66

TEST PERIODS (i.e., monthly, quarterly, etc.)		1ST QTR			2ND QTR			3RD QTR			4TH QTR			TOTALS
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	(Cumulative)
# OF ALCOHOL SCREENING TESTS BY TYPE														
Pre-employment														0
Random		6	5	7	12	8	1	10	11	20	9	9	1	99
Post Accident														0
Reasonable Suspicion/Cause														0
Return-to-Duty														0
Follow-Up		3	2	2	2	2	2	3	2	6	1	3	1	29
# OF ALCOHOL CONFIRMATION TESTS BY TYPE														
Pre-employment														0
Random														0
Post Accident														0
Reasonable Suspicion/Cause														0
Return-to-Duty														0
Follow-Up														0
# OF CONFIRMATION ALCOHOL TESTS RESULTS EQUAL TO OR GREATER THAN 0.02, BUT LESS THAN 0.04														
Pre-employment														0
Random														0
Post Accident														0
Reasonable Suspicion/Cause														0
Return-to-Duty														0
Follow-Up														0
# OF CONFIRMATION ALCOHOL TEST RESULTS EQUAL TO OR GREATER THAN 0.04														
Pre-employment														0
Random														0
Post Accident														0
Reasonable Suspicion/Cause														0
Return-to-Duty														0
Follow-Up														0
ALCOHOL & DRUG TRAINING EDUCATION														
Pre-employment														0
Random														0
Post Accident														0
Reasonable Suspicion/Cause														0
Return-to-Duty														0
Follow-Up														0
Number of Supervisors Who Received Initial Training														

\*\*\*REFER TO THE FOLLOWING PAGES FOR POSITIVE AND/OR REFUSAL TO TEST INFORMATION\*\*\*

TEST PERIODS (i.e., monthly, quarterly, etc.)													
1ST QTR			2ND QTR			3RD QTR			4TH QTR			TOTALS	
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	(Cumulative)	
# VERIFIED POSITIVE FOR DRUGS BY TYPE													
Pre-employment													
Random													
Post Accident													
Reasonable Suspicion/Cause													
Return-to-Duty													
Follow-Up													
FUNCTION PERFORMED/COVERED POSITION													
Operation/Maintenance/Emergency Response													
# OF SPECIMENS VERIFIED POSITIVE FOR EACH TYPE OF DRUG													
Marijuana													
Cocaine													
Opiates													
Amphetamines													
Phencyclidine(PCP)													
DISPOSITION OF EMPLOYEE/ACTION TAKEN													
No Longer Employed with Company													
Reassigned to Non-covered Functions													
Entered Rehabilitation, if applicable and/or returned to covered functions													
Other(specify)													
# OF PERSONS DENIED A COVERED POSITION DUE TO + DRUG TEST													
# OF PERSONS RETURNED TO DUTY WITH +DRUG TEST/REFUSAL													
# OF EMPLOYEES WHO REFUSED TO SUBMIT TO:													
Random													
Other(Non Random)													
ACTION TAKEN ON REFUSALS													
No Longer Employed with Company													
Reassigned to Non-covered Functions													
Entered Rehabilitation, if applicable and/or returned to covered functions													
Other(specify)													

TEST PERIODS (i.e., monthly, quarterly, etc.)	1ST QTR			2ND QTR			3RD QTR			4TH QTR			TOTALS (Cumulative)
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
# VERIFIED POSITIVE FOR ALCOHOL TESTS BY TYPE													
Pre-employment													0
Random													0
Post Accident													0
Reasonable Suspicion/Cause													0
Return-to-Duty													0
Follow-Up													0
FUNCTION PERFORMED/COVERED POSITION													
Operation/Maintenance/Emergency Response													
# OF EMPLOYEE WHO ENGAGED IN ALCOHOL MISUSE WHO WERE RETURN TO DUTY IN A COVERED POSITION													
DISPOSITION OF EMPLOYEE/ACTION TAKEN ON POSITIVES EQUAL TO OR GREATER THAN .04													
No Longer Employed with Company													
Reassigned to Non-covered Functions													
Entered Rehabilitation, if applicable and/or returned to covered functions													
Other(specify)													
# OF PERSONS DENIED A COVERED POSITION DUE TO +ALCOHOL													
# OF EMPLOYEES WHO REFUSED TO SUBMIT													
ACTION TAKEN ON RESUSALS													
No Longer Employed with Company													
Reassigned to Non-covered Functions													
Entered Rehabilitation, if applicable and/or returned to covered functions													
Other(specify)													
# OF EMPLOYEES WHO VIOLATED ALCOHOL PROVISIONS													
While Performing Safety-Sensitive Functions													
Within 4 Hours of Performing Safety-Sensitive Functions													
Before Taking a Required Post-Accident Alcohol Test													

# U.S. DEPARTMENT OF TRANSPORTATION DRUG AND ALCOHOL TESTING MIS DATA COLLECTION FORM

Calendar Year Covered by this Report: 2007

OMB No. 2105-0529

## I. Employer:

Company Name: FMCSA/LA

Doing Business As (DBA) Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Certifying Official: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Date Certified: \_\_\_\_\_

Prepared by (if different): \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

C/TPA Name and Telephone (if applicable): ASAP Drug Solutions, Inc.

( 562 ) 624-2720

Check the DOT agency for which you are reporting MIS data; and complete the information on that same line as appropriate:

☒ FMCSA - Motor Carrier: DOT #: \_\_\_\_\_ Owner-operator: (circle one) YES or NO Exempt (circle one) YES or NO

\_\_\_\_\_ FAA - Aviation: Certificate # (if applicable): \_\_\_\_\_ Plan / Registration # (if applicable): \_\_\_\_\_

\_\_\_\_\_ RSPA - Pipeline: (Check) Gas Gathering \_\_\_\_\_ Gas Transmission \_\_\_\_\_ Gas Distribution \_\_\_\_\_ Transport Hazardous Liquids \_\_\_\_\_ Transport Carbon Dioxide \_\_\_\_\_

\_\_\_\_\_ FRA - Railroad: Total number of observed/documented Part 219 "Rule G" Observations for covered employees: \_\_\_\_\_

\_\_\_\_\_ USCG - Maritime: Vessel ID # (USCG - or State-Issued): \_\_\_\_\_ (If more than one vessel, list separately.)

\_\_\_\_\_ FTA - Transit

## II. Covered Employees: (A) Enter Total Number Safety-Sensitive Employees In All Employee Categories:

1026

## (B) Enter Total Number of Employee Categories:

Employee Category	Total Number of Employees in this Category

If you have multiple employee categories, complete Sections I and II (A) & (B). Take that filled-in form and make one copy for each employee category and complete Sections II (C), III, and IV for each separate employee category.

## III. Drug Testing Data:

	1	2	3	4	5	6	7	8	9	10	11	12	13
Type of Test	Total Number Of Test Results (Should equal the sum of Columns 2, 3, 9, 10, 11 and 12)	Verified Negative Results	Verified Positive Results - For One Or More Drugs	Positive For Marijuana	Positive For Cocaine	Positive For PCP	Positive For Opiates	Positive For Amphetamines	Refusal Results				Cancelled Results
									Adulterated	Substituted	"Shy Bladder" - With No Medical Explanation	Other Refusals To Submit To Testing	
Pre-Employment	125	123	2	2	0	0	0	0	0	0	0	0	0
Random	501	498	3	2	1	0	0	1	0	0	0	0	0
Post-Accident	0	0	0	0	0	0	0	0	0	0	0	0	0
Reasonable Susp./Cause	0	0	0	0	0	0	0	0	0	0	0	0	0
Return-to-Duty	7	7	0	0	0	0	0	0	0	0	0	0	0
Follow-Up	64	62	2	1	1	0	0	0	0	0	0	0	0
TOTAL	697	690	7	5	2	0	0	1	0	0	0	0	0

## IV. Alcohol Testing Data:

	1	2	3	4	5	6	7	8	9
Type of Test	Total Number Of Screening Test Results (Should equal the sum of Columns 2, 3, 7, and 8)	Screening Tests With Results Below 0.02	Screening Tests With Results 0.02 Or Greater	Number Of Confirmation Tests Results	Confirmation Tests With Results 0.02 Through 0.039	Confirmation Tests With Results 0.04 Or Greater	Refusal Results		Cancelled Results
							"Shy Lung" - With No Medical Explanation	Other Refusals To Submit To Testing	
Pre-Employment	1	1	0	0	0	0	0	0	0
Random	97	97	0	0	0	0	0	0	0
Post-Accident	0	0	0	0	0	0	0	0	0
Reasonable Susp./Cause	0	0	0	0	0	0	0	0	0
Return-to-Duty	5	5	0	0	0	0	0	0	0
Follow-Up	31	31	0	0	0	0	0	0	0
TOTAL	134	134	0	0	0	0	0	0	0